

RESOLUTION NO.: 2020-R85
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: NOVEMBER 24, 2020 **ASSIGNED TO:** Intgov't & Util

A RESOLUTION APPROVING A SECOND AMENDMENT TO AN EXCLUSIVE AGREEMENT/PERMIT BETWEEN THE CITY OF GREEN AND KIMBLE RECYCLING & DISPOSAL, INC, FKA J&J REFUSE, INC, AND DECLARING AN EMERGENCY.

WHEREAS, Green City Council unanimously approved Resolution 2010-R56, a First Amendment to Exclusive Agreement/Permit between the City of Green and Kimble Recycling & Disposal, Inc., fka J&J Refuse, Inc (“Kimble”); and

WHEREAS, the Administration and Kimble have engaged in conversations regarding the extension of their Curbside Recycling Program; and

WHEREAS, the Administration has also determined that it is in the City’s best interest to extend the term of this Agreement until March 31, 2021, by exercising the options contained in Exhibit “A”, a copy of which is attached; and

WHEREAS, the original Agreement between the City of Green and Kimble requires Green City Council to approve any amendments to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO, THAT:

SECTION ONE:

Green City Council approves the First Amendment to Exclusive Agreement/Permit between the City of Green and Kimble Recycling & Disposal, Inc, fka J&J Refuse, Inc. A copy of the First Amendment is attached to this Resolution as Exhibit “A”.

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: November 24, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: Nov. 25, 2020

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: Nov. 24, 2020

ON ROLL CALL: Babbitt Aye Brandenburg Aye DeVitis Aye France Aye
Shaughnessy Aye Yeargin Aye Young Aye Adopted
7-0

Suburbanite publication on December 4 and December 11, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

11/20/2020 Approved as to form and content by Lisa Carey Dean, Director of Law

Lisa Carey Dean



Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

www.kimblecompanies.com

November 6, 2020

Ms. Valerie Wax Carr
City of Green
Central Administration Building
1755 Town Park Blvd
P.O. Box 278
Green, OH 44232

RE: SECOND AMENDMENT TO EXCLUSIVE AGREEMENT/PERMIT BETWEEN THE
CITY OF GREEN AND KIMBLE RECYCLING & DISPOSAL, INC.

Dear Ms. Carr:

Kimble Recycling & Disposal, Inc., ("Kimble") is pleased to provide the City of Green ("City") with the following proposed Second Amendment Agreement for the extension of our existing Contract for Refuse and Recycling Services:

WHEREAS, Kimble and the City originally entered into an agreement (attached hereto as Attachment A) for the collection of garbage, rubbish, recyclables, and yard wastes on December 30, 2010 covering the period of January 1, 2011 through December 31, 2015, and further amended and extended on November 25, 2014 to cover the period March 1, 2015 through December 31, 2020 (hereinafter "Contract");

WHEREAS, Kimble grants the City the option to extend the Contract for three additional months from January 1, 2021 to March 31, 2021;

WHEREAS, the Contract will expire on December 31, 2020 and the City desires to exercise the extension option to extend the existing term of the Contract until March 31, 2021 as provided herein; and

WHEREAS, the parties acknowledge the disposal of residential refuse within the City is a matter of public safety and public health and that this Contract Extension is necessary to preserve said public health and safety.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and in the Contract, the parties agree as follows:

1. All of the terms, conditions, exhibits, attachments and provisions contained in the Contract are hereby incorporated by reference and shall continue in full force and effect, the same as if they were set forth herein verbatim, except the following terms which shall supersede any conflicting terms in the Contract:
 - a. *Extended Term.* The term of the Contract shall be extended from December 31, 2020 until March 31, 2021 ("Extended Term");



Kimble Recycling & Disposal, Inc.
P.O. Box 448
Dover, OH 44622
Phone: (800) 201-0005
Fax: (330) 343-7560
www.kimblecompanies.com

- b. *Terms.* All other terms of the Contract not modified herein shall remain binding on the parties during the original term and the Extended Term.
- 2. All recitals to this Second Amendment are hereby incorporated by reference and made a part of this Extension Agreement.
- 3. There are no other terms and conditions governing the matters herein addressed except those expressly contained herein.
- 4. All defined terms not otherwise defined in this Second Amendment shall have the meaning set forth in the Contract.

Should you have any questions regarding this proposed contract extension, or require further information, please feel free to contact me at 330-343-1226 ext. 2345.

Sincerely,

Scott Walter
Kimble Recycling & Disposal, Inc.

ACCEPTANCE OF SECOND AMENDMENT

The undersigned hereby accept the terms of this SECOND AMENDMENT as prepared and presented to _____ this _____ day of _____, 2020. By signing the acceptance of this SECOND AMENDMENT, the individuals warrant that they have the authority to bind the respective parties in this agreement.

Accepted By:

CITY OF GREEN

KIMBLE RECYCLING & DISPOSAL, INC.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

**LISA CAREY DEAN
DIRECTOR OF LAW**

[Handwritten Signature]
11-12-2020

ATTACHMENT A



City of Green

Department of Public Service

L. Paul Oberdorfer
Director

1755 Town Park Boulevard
PO Box 278
Green, OH 44232-0278
PHONE: (330) 896-4176
FAX: (330) 896-6606
EMAIL: POberdorfer@cityofgreen.org

February 4, 2015

Keith Kimble
Kimble Recycling & Disposal Inc.
3596 State Route 39, NW
Dover, Ohio 44622

Re: First Amendment Exclusive Agreement/Permit

Dear Mr. Armstrong,

Please find enclosed a signed original First Amendment to Exclusive Agreement/Permit between Kimble Recycling & Disposal Inc. and the City of Green for your records.

If you have any questions or need additional information please feel free to contact me.

Sincerely,


L. Paul Oberdorfer,
Director of Public Service

FIRST AMENDMENT TO EXCLUSIVE AGREEMENT/PERMIT BETWEEN CITY OF GREEN AND KIMBLE RECYCLING & DISPOSAL, INC., FKA J&J REFUSE, INC.

This First Amendment is made this _____ day of _____, 2014, by and between the City of Green ("Green"), and Kimble Recycling & Disposal, Inc., fka J&J Refuse, Inc., ("Kimble").

1. **AGREEMENT.** Kimble and the City originally entered into an Agreement (attachment "A") for the collection of garbage, rubbish, recyclables, and yard wastes on December 30, 2010, for the period January 1, 2011 through December 31, 2015 ("Agreement"). The Agreement grants the City the option to extend the term of the Agreement up to five (5) additional years from January 1, 2016 through December 31, 2020. The City desires to exercise all extension options to extend the term of the Agreement to December 31, 2020. The parties acknowledge the disposal of residential refuse and recyclables within the City is a matter of public safety and public health and assert this extension of the term in this First Amendment is necessary to preserve the public health and safety.

2. **EXTENDED TERM.** The term of the Agreement shall be the date of this Agreement until December 31, 2020 ("Extended Term").

3. **PRICE.** The price for services during the Extended Term shall be the prices provided in the Agreement (attachment "A").

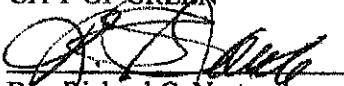
4. **CURBSIDE RECYCLING PROGRAM.** Effective March 1, 2015 until the end of the Extended Term, Kimble shall provide each customer a recycling container consisting of a 65-gallon cart, which shall be a different color than the 95-gallon refuse cart supplied by Kimble, to be used for storage of recyclables. The schedule for the curbside recycling program shall be amended from a weekly pickup to an "every-other-week pickup" on the same day as refuse collection. Kimble agrees to provide a written schedule to each residential customer to identify weeks for pickup of recyclables.

A 65-gallon recycling cart will nearly double the recycling capacity for each customer (18-gallons per week to 32.5-gallons per week). However, Kimble will advise all customers that they may continue to use their 18-gallon bin, or opaque or clear plastic bags, for any overflow recycling to be set next to their new recycling container. Alternatively, those customers wishing to recycle their 18-gallon bin will be advised to leave it at the curb for collection the day the 65-gallon carts are delivered. Additional 65-gallon recycling carts will also be available to each customer for an additional charge of \$1.75 per month.

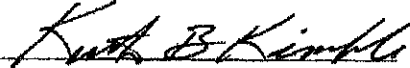
5. **TERMS.** All the terms of the Agreement which have not been modified by this First Amendment shall remain binding on the parties during the remainder of the original term and the Extended Term. All of the terms, conditions, exhibits, attachments, and provisions contained in the Agreement are incorporated by reference in this First Amendment and shall continue in full force and effect.

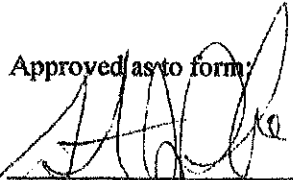
6. **CHARITABLE INCENTIVE.** Effective January 1, 2015 through the end of the Extended Term, Kimble shall provide the City with a charitable incentive to recycle as described in attachment "B" in this First Amendment.

~~CITY OF GREEN~~


By: Richard G. Norton
Its: Mayor
Date: _____

KIMBLE RECYCLING & DISPOSAL, INC.


By: Keith B. Kimble
Its: President
Date: 11-25-14

Approved as to form:

Stephen J. Pruneski, Law Director

ATTACHMENT A

**EXCLUSIVE AGREEMENT/PERMIT BETWEEN CITY OF GREEN AND J&J
REFUSE INC.**

This Exclusive Agreement/Permit is made this 30th day of December, 2010, by and between the City of Green ("Green"), and J&J Refuse Inc ("J&J").

WHEREAS, on March 11, 2003, Green City Council amended Codified Ordinance Section 1060.03 to permit the City to enter into an exclusive agreement with a contractor for the collection and removal of residential recyclables, refuse, and waste materials in the City of Green; and

WHEREAS, the City solicited bids from solid waste and recycling services contractors pursuant to an advertisement in the Akron Beacon Journal on September 16, 2010, September 23, 2010; and

WHEREAS, the City reviewed the bids received from solid waste and recycling services contractors and desires to enter into an Exclusive Agreement/Permit with J&J Refuse Inc. for the collection and removal of residential recyclables, refuse, and waste materials.

1. **EXCLUSIVE AGREEMENT/PERMIT.** Upon approval of Resolution 2010-R56 by City Council, Green and J&J desire to enter into this Exclusive Agreement/Permit, pursuant to Green Codified Ordinance Section 1060.03 for J&J to be the exclusive company for the collection and removal of residential recyclables, refuse, and waste materials in the City.
2. **TERM.** The original term of this Exclusive Agreement/Permit shall commence January 1, 2011 and expire on December 31, 2015. Green is also entitled to exercise a total of five (5) one year options for calendar years 2016-2020 upon the giving of ninety (90) days advanced written notice to J&J for each option year.
3. **COLLECTION RATES.** J&J and Green agree that J&J will charge residents of the City of Green, for the collection and removal of residential recyclables, refuse, and waste material, the rate set forth in Exhibit "A" to this Agreement for each year of the Agreement, including any option years exercised by Green. J&J's contract rates in Exhibit "A" include all anticipated taxes and fees as required. In the event there is any unanticipated increase or decrease in taxes or government fees during the term of this contract, J&J will review the increase or decrease with the City with intent to adjust collection rates in accordance with the increase or decrease, and approval of the adjustment will not be unreasonably withheld by the City. Any rate adjustment will be restricted to the amount necessary to pass the increase or decrease through on a dollar for dollar basis. J&J agrees to notify the City in writing a minimum of 30 days in advance of any rate adjustment, and residents will be provided a written explanation of any rate adjustment on their invoice.
4. **COMPLIANCE WITH TECHNICAL SPECIFICATIONS.** J&J agrees to comply with the technical specifications (specifically Section 1 and Sections 5 through 15), which are attached as Exhibit "B". These Sections were part of the Bid Manual that form the basis for the collection rates submitted by J&J. If there is any conflict between the technical

specifications and this Exclusive License/Permit, the provisions in the technical specifications shall apply.

5. COMPLIANCE WITH GREEN CODIFIED ORDINANCE SECTION 1060.03(B). J&J agrees to comply with the provisions of Section 1060.03 of Green's Codified Ordinances. J&J's initial compliance with Green's Codified Ordinance are set forth in the attached Exhibit "C". J&J agrees to provide and/or supplement this information, as necessary, at least once per year.

6. INSURANCE. Pursuant to the provisions of Green Codified Ordinance Section 1060.03, J&J agrees to obtain and has, in fact, obtained a Certificate of Public Liability Insurance in the amounts of one-million dollars (\$1,000,000.00) per person for bodily injury, one-million dollars (\$1,000,000.00) per occurrence for bodily injury, five-hundred thousand dollars (\$500,000.00) per accident for property damage. A copy of the Certificate of Public Liability Insurance is attached as Exhibit "D".

7. SAFETY INSPECTIONS AND IDENTIFICATION. J&J acknowledges that Green may request and schedule safety inspections of vehicles used by J&J at the discretion of Green's Director of Public Service. J&J further agrees that all motor vehicles used by J&J in Green shall have its company name prominently displayed in letters no less than 6" high.

8. PERMIT FEES. J&J has paid a permit fee of \$25 per vehicle for all vehicles used by J&J, up to 9 cubic yards, and \$50 per vehicle for all vehicles over 9 cubic yards. Green acknowledges receipt of the permit fees.

9. INDEMNITY. J&J shall indemnify and hold harmless Green and all of its executives, representatives, officers, agents, employees, successors jointly and severally, from all manners of losses, suites, actions, payments, costs, charges, damages, judgments, claims, and demands of any character, name or description, brought on account of any injury or damage received or sustained by any person, persons, or property by reason of any act, mission, neglect, or misconduct of J&J or its agent or employees.

10. AMENDMENT. This Agreement may only be amended by a writing signed by both parties, which is further conditioned upon an acceptance of any amendment to this Agreement by Green City Council.

11. APPLICABLE LAW. This Agreement shall be interpreted and construed in accordance the applicable provisions of Green's Codified Ordinances and otherwise interpreted pursuant to the laws of the State of Ohio.

12. COUNTERPARTS. This Agreement may be executed by more than one (1) counterpart and the counterparts shall be considered together to form one (1) agreement.

13. ENTIRE AGREEMENT. This Exclusive Agreement/Permit constitutes the entire agreement between Green and J&J and no oral representation or promise which is not set forth in this Agreement shall be binding upon the parties.

14. NOTICE. All written notices required pursuant to this Agreement shall be submitted by regular U.S. Mail as follows:

City of Green
ATTN: Mayor Richard G. Norton
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

J&J Refuse Inc.
ATTN: Keith B. Kimble
3596 State Route 39, NW
Dover, Ohio 44622

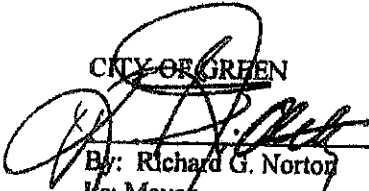
With copies to:

City of Green
ATTN: Randall Monteith, Service Direct.
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

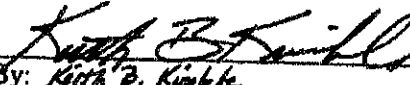
City of Green
ATTN: Steve Pruneski, Law Director
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

J&J Refuse Inc.
ATTN: Scott Walter
3596 State Route 39, NW
Dover, OH 44622

CITY OF GREEN


By: Richard G. Norton
Its: Mayor
Date: 1-6-11

J&J REFUSE INC.


By: Keith B. Kimble
Its: President
Date: 12-23-10

Approved as to form


Stephen J. Pruneski, Law Director

ATTACHMENT B



Energy, materials, recycling and disposal done right.

CHARITABLE INCENTIVE FOR RECYCLING OFFERED BY KIMBLE TO THE CITY OF GREEN

Kimble Recycling & Disposal Inc., in conjunction with the City, will develop annual recycling targets for the City of Green, based on total tons of commingled recyclables anticipated via the curbside recycling program. Depending on percent of targets reached, Kimble will make charitable donations of up to \$4 per ton based on total tons of recyclables collected from the City.

Also in conjunction between Kimble and the City, a volunteer recycling committee of citizens may be organized to develop specific program targets, coordinate promotion of the recycling program, and to determine the charitable organization(s) to be recipients of the donations.



City of Green

Department of Public Service

1755 Town Park Boulevard

PO Box 278

Green, OH 44232-0278

PHONE: (330) 896-4176

FAX: (330) 896-6606

EMAIL: rmonteith@cityofgreen.org

Randall A. Monteith, P.E.

Director

January 7, 2011

Scott Walter
J & J Refuse
3596 State Route 39, NW
Dover, Ohio 44622

Re: Exclusive Agreement/Permit

Dear Mr. Walter,

Please find enclosed a copy of the signed exclusive agreement/permit between the City of Green and J&J Refuse regarding collection and removal of residential recyclables, refuse and waste materials in the City of Green.

Please keep this copy for your records. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Randall A. Monteith".

Randall A. Monteith P.E.
Director of Public Service

cc: Keith Kimble, President

**EXCLUSIVE AGREEMENT/PERMIT BETWEEN CITY OF GREEN AND J&J
REFUSE INC.**

This Exclusive Agreement/Permit is made this 30th day of December, 2010, by and between the City of Green ("Green"), and J&J Refuse Inc ("J&J").

WHEREAS, on March 11, 2003, Green City Council amended Codified Ordinance Section 1060.03 to permit the City to enter into an exclusive agreement with a contractor for the collection and removal of residential recyclables, refuse, and waste materials in the City of Green; and

WHEREAS, the City solicited bids from solid waste and recycling services contractors pursuant to an advertisement in the Akron Beacon Journal on September 16, 2010, September 23, 2010; and

WHEREAS, the City reviewed the bids received from solid waste and recycling services contractors and desires to enter into an Exclusive Agreement/Permit with J&J Refuse Inc. for the collection and removal of residential recyclables, refuse, and waste materials.

1. **EXCLUSIVE AGREEMENT/PERMIT.** Upon approval of Resolution 2010-R56 by City Council, Green and J&J desire to enter into this Exclusive Agreement/Permit, pursuant to Green Codified Ordinance Section 1060.03 for J&J to be the exclusive company for the collection and removal of residential recyclables, refuse, and waste materials in the City.
2. **TERM.** The original term of this Exclusive Agreement/Permit shall commence January 1, 2011 and expire on December 31, 2015. Green is also entitled to exercise a total of five (5) one year options for calendar years 2016-2020 upon the giving of ninety (90) days advanced written notice to J&J for each option year.
3. **COLLECTION RATES.** J&J and Green agree that J&J will charge residents of the City of Green, for the collection and removal of residential recyclables, refuse, and waste material, the rate set forth in Exhibit "A" to this Agreement for each year of the Agreement, including any option years exercised by Green. J&J's contract rates in Exhibit "A" include all anticipated taxes and fees as required. In the event there is any unanticipated increase or decrease in taxes or government fees during the term of this contract, J&J will review the increase or decrease with the City with intent to adjust collection rates in accordance with the increase or decrease, and approval of the adjustment will not be unreasonably withheld by the City. Any rate adjustment will be restricted to the amount necessary to pass the increase or decrease through on a dollar for dollar basis. J&J agrees to notify the City in writing a minimum of 30 days in advance of any rate adjustment, and residents will be provided a written explanation of any rate adjustment on their invoice.
4. **COMPLIANCE WITH TECHNICAL SPECIFICATIONS.** J&J agrees to comply with the technical specifications (specifically Section 1 and Sections 5 through 15), which are attached as Exhibit "B". These Sections were part of the Bid Manual that form the basis for the collection rates submitted by J&J. If there is any conflict between the technical

specifications and this Exclusive License/Permit, the provisions in the technical specifications shall apply.

5. COMPLIANCE WITH GREEN CODIFIED ORDINANCE SECTION 1060.03(B). J&J agrees to comply with the provisions of Section 1060.03 of Green's Codified Ordinances. J&J's initial compliance with Green's Codified Ordinance are set forth in the attached Exhibit "C". J&J agrees to provide and/or supplement this information, as necessary, at least once per year.

6. INSURANCE. Pursuant to the provisions of Green Codified Ordinance Section 1060.03, J&J agrees to obtain and has, in fact, obtained a Certificate of Public Liability Insurance in the amounts of one-million dollars (\$1,000,000.00) per person for bodily injury, one-million dollars (\$1,000,000.00) per occurrence for bodily injury, five-hundred thousand dollars (\$500,000.00) per accident for property damage. A copy of the Certificate of Public Liability Insurance is attached as Exhibit "D".

7. SAFETY INSPECTIONS AND IDENTIFICATION. J&J acknowledges that Green may request and schedule safety inspections of vehicles used by J&J at the discretion of Green's Director of Public Service. J&J further agrees that all motor vehicles used by J&J in Green shall have its company name prominently displayed in letters no less than 6" high.

8. PERMIT FEES. J&J has paid a permit fee of \$25 per vehicle for all vehicles used by J&J, up to 9 cubic yards, and \$50 per vehicle for all vehicles over 9 cubic yards. Green acknowledges receipt of the permit fees.

9. INDEMNITY. J&J shall indemnify and hold harmless Green and all of its executives, representatives, officers, agents, employees, successors jointly and severally, from all manners of losses, suites, actions, payments, costs, charges, damages, judgments, claims, and demands of any character, name or description, brought on account of any injury or damage received or sustained by any person, persons, or property by reason of any act, mission, neglect, or misconduct of J&J or its agent or employees.

10. AMENDMENT. This Agreement may only be amended by a writing signed by both parties, which is further conditioned upon an acceptance of any amendment to this Agreement by Green City Council.

11. APPLICABLE LAW. This Agreement shall be interpreted and construed in accordance the applicable provisions of Green's Codified Ordinances and otherwise interpreted pursuant to the laws of the State of Ohio.

12. COUNTERPARTS. This Agreement may be executed by more than one (1) counterpart and the counterparts shall be considered together to form one (1) agreement.

13. ENTIRE AGREEMENT. This Exclusive Agreement/Permit constitutes the entire agreement between Green and J&J and no oral representation or promise which is not set forth in this Agreement shall be binding upon the parties.

14. **NOTICE.** All written notices required pursuant to this Agreement shall be submitted by regular U.S. Mail as follows:

City of Green
ATTN: Mayor Richard G. Norton
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

J&J Refuse Inc.
ATTN: Keith B. Kimble
3596 State Route 39, NW
Dover, Ohio 44622

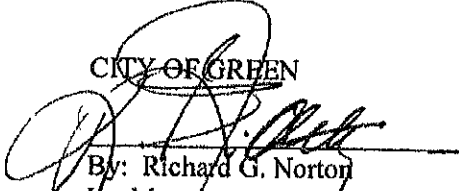
With copies to:

City of Green
ATTN: Randall Monteith, Service Direct.
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

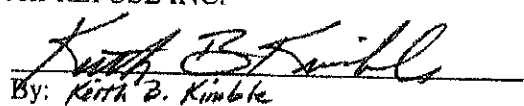
City of Green
ATTN: Steve Pruneski, Law Director
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

J&J Refuse Inc.
ATTN: Scott Walter
3596 State Route 39, NW
Dover, OH 44622

CITY OF GREEN


By: Richard G. Norton
Its: Mayor
Date: 1-6-11

J&J REFUSE INC.


By: Keith B. Kimble
Its: President
Date: 12-23-10

Approved as to form


Stephen J. Pruneski, Law Director

EXHIBIT "A"

Exhibit "A"
(spreadsheet)

Tabulation of Bids Received: Solid Waste & Recycling Services (10-C-13)

Date Opened: Monday, October 4, 2010 @ 10:00 a.m.

Ad Date: September 16 & 23, 2010

		J & J Refuse, Inc.					Republic Service of Ohio					
	Bid Amount	Unit Price Per Month or Each	Units	Quantity	Customers	Annual sub-total	Unit Price Per Month or Each	Units	Quantity	Customers	Annual sub-total	
Year 1 - 3	A. Price Unlimited Cart & Recycle:	10.24	Mo	12	7000	860,160.00	12.24	Mo	12	7000	1,028,160.00	
	B. Price Limited Cart & Recycle:	8.74	Mo	12	300	31,464.00	11.00	Mo	12	300	39,600.00	
	C. Price per 30 Gal Bag & Recycle:	1.90	Wk	52	60	5,928.00	2.00	Wk	52	60	6,240.00	
BASE TOTAL	3 Year Total:	897,552.00	Yr	3		2,692,656.00	1,074,000.00	Yr	3		3,222,000.00	
ALTERNATE	Leaf Collection/bag:	1.80	Ea				0.50	Ea				
Year 4	A. Price Unlimited Cart & Recycle:	10.95	Mo	12	7000	920,640.00	12.60	Mo	12	7000	1,058,400.00	
	B. Price Limited Cart & Recycle:	9.46	Mo	12	300	34,056.00	11.33	Mo	12	300	40,788.00	
	C. Price per 30 Gal Bag & Recycle:	1.95	Wk	52	60	6,084.00	2.05	Wk	52	60	6,396.00	
BASE TOTAL	Annual Total:					960,780.00					1,105,584.00	
ALTERNATE	Leaf Collection/bag:	1.85	Ea				0.75	Ea				
Year 5	A. Price Unlimited Cart & Recycle:	11.39	Mo	12	7000	956,760.00	12.97	Mo	12	7000	1,089,480.00	
	B. Price Limited Cart & Recycle:	9.89	Mo	12	300	35,004.00	11.67	Mo	12	300	42,012.00	
	C. Price per 30 Gal Bag & Recycle:	2.00	Wk	52	60	6,240.00	2.05	Wk	52	60	6,396.00	
BASE TOTAL	Annual Total:					998,004.00					1,137,888.00	
ALTERNATE	Leaf Collection/bag:	1.90	Ea				0.75	Ea				
Year 6	A. Price Unlimited Cart & Recycle:	11.85	Mo	12	7000	995,400.00	13.36	Mo	12	7000	1,122,240.00	
	B. Price Limited Cart & Recycle:	10.28	Mo	12	300	37,008.00	12.02	Mo	12	300	43,272.00	
	C. Price per 30 Gal Bag & Recycle:	2.08	Wk	52	60	6,489.60	2.12	Wk	52	60	6,614.40	
BASE TOTAL	Annual Total:					1,038,897.60					1,172,126.40	
ALTERNATE	Leaf Collection/bag:	1.98	Ea				1.00	Ea				
Year 7	A. Price Unlimited Cart & Recycle:	12.32	Mo	12	7000	1,034,880.00	13.76	Mo	12	7000	1,155,840.00	
	B. Price Limited Cart & Recycle:	10.70	Mo	12	300	38,520.00	12.38	Mo	12	300	44,568.00	
	C. Price per 30 Gal Bag & Recycle:	2.16	Wk	52	60	6,739.20	2.20	Wk	52	60	6,864.00	
BASE TOTAL	Annual Total:					1,080,139.20					1,207,272.00	
ALTERNATE	Leaf Collection/bag:	2.05	Ea				1.00	Ea				
Year 8	A. Price Unlimited Cart & Recycle:	12.81	Mo	12	7000	1,076,040.00	14.17	Mo	12	7000	1,190,280.00	
	B. Price Limited Cart & Recycle:	11.12	Mo	12	300	40,032.00	12.75	Mo	12	300	45,900.00	
	C. Price per 30 Gal Bag & Recycle:	2.25	Wk	52	60	7,020.00	2.30	Wk	52	60	6,864.00	
BASE TOTAL	Annual Total:					1,123,092.00					1,243,044.00	
ALTERNATE	Leaf Collection/bag:	2.14	Ea				1.25	Ea				
Year 9	A. Price Unlimited Cart & Recycle:	13.32	Mo	12	7000	1,118,880.00	14.59	Mo	12	7000	1,225,560.00	
	B. Price Limited Cart & Recycle:	11.57	Mo	12	300	41,652.00	13.13	Mo	12	300	47,268.00	
	C. Price per 30 Gal Bag & Recycle:	2.34	Wk	52	60	7,300.80	2.30	Wk	52	60	7,176.00	
BASE TOTAL	Annual Total:					1,167,832.80					1,280,004.00	
ALTERNATE	Leaf Collection/bag:	2.22	Ea				1.25	Ea				
Year 10	A. Price Unlimited Cart & Recycle:	13.85	Mo	12	7000	1,163,400.00	15.03	Mo	12	7000	1,262,520.00	
	B. Price Limited Cart & Recycle:	12.03	Mo	12	300	43,308.00	13.57	Mo	12	300	48,672.00	
	C. Price per 30 Gal Bag & Recycle:	2.49	Wk	52	60	7,581.60	2.30	Wk	52	60	7,176.00	
BASE TOTAL	Annual Total:					1,214,289.60					1,318,368.00	
ALTERNATE	Leaf Collection/bag:	2.32	Ea				1.25	Ea				
10 YEAR TOTAL						10,276,291.20	11,686,286.40					

Backdoor or Backyard Pick-up Service

As described in Section 7.1 of Exhibit "B", J&J will provide special consideration regarding residential pick-up location in cases where physical impairment is established.

In cases where backdoor or backyard pick-up service is requested for convenience, residential customers will be assessed an additional charge of \$8.00 per month for 100' setback or less. Setbacks greater than 100' will be evaluated on a case by case basis.

Disposal of street sweepings

J&J will provide the City with a twelve (12) cubic yard roll-off container at the South Anex building to collect street sweepings. J&J will provide the City with transportation and disposal services of street sweepings on an "on-call" basis. The City will be invoiced directly at a rate of \$148 per pull for transport and \$24 per ton plus government fees for disposal.

The rates for backdoor service and disposal of street sweepings will be held firm for three (3) years, and then increased 3% annually thereafter.

EXHIBIT "B"

SECTION 1 – DEFINITIONS

- 1.1 City of Green – means the area within the corporate boundaries of the City of Green, Summit County, Ohio as they now exist or are modified by annexation. “City as used in these specifications shall mean City of Green.
- 1.2 SOLID WASTE – defined as Garbage” and “Other Refuse” in the City of Green Codified Ordinance Title Six, Chapter 1060.
- 1.3 RESIDENTIAL – shall mean any person or family unit maintaining his/her or their separate living room or quarters in a house or building.
- 1.4 COMMERCIAL – shall mean non-residential units including but not limited to private businesses, industries, institutions, non-profit organizations, schools and churches.
- 1.5 CONTRACTOR – means the holder of a lawful contract to undertake on the authority of the City of Green, an exclusive franchise for the operation of a volume based Solid Waste collection with curbside Recycling. As used in these specifications, “Contractor” also means the employees or representatives of the holder of a lawful contract.
- 1.6 RECYCLING CONTAINER – A receptacle designed for the purpose of collection of Recyclable Materials. All Recycling Containers shall be provided by the Contractor at no charge. It includes 18-gallon or larger containers for customers on Residential Pick Up Program. All Recycling Containers must be marked “Recyclables Only”.
- 1.7 RECYCLABLE MATERIALS – Those commodities which are collected by the Contractor including, but not limited to, newspaper, magazines, phone books, clear, green, and brown glass bottles and jars, aluminum cans, steel and bi-metal food and beverage cans, #1 through #7 plastics, Corrugated Cardboard – flattened corrugated cardboard boxes and other materials that can be recycled.
- 1.8 CURBSIDE – Regular location of collection, such as the curb, end of driveway, of premises where accessible.
- 1.9 SOLID WASTE DISTRICT – refers to Summit County Waste Management Authority with the mailing address of, 12 East Exchange St. 3rd Floor, Akron, Ohio 44308; Telephone (330) 374-0383.
- 1.10 RECYCLING – means service provided by the Contractor to Residential customers to collect and deliver to a materials recovery facility for Recyclable Materials.
- 1.11 YARD WASTE – leaves, branches, tree shrub trimmings, grass clippings, etc., which must be cut into lengths of 4 feet or less and bundled in order to be collected.

- 1.12 **BULKY WASTE** – Bulky waste is solid waste not suitably collected in standard collection carts, generally by reason of excessive weight or size. It includes items such as stoves, yard waste, refrigerators, crates, demolition material, washing machines, rugs, furniture, carpet, mattresses, and the like. In the case of carpet rolls or demolition debris, material should be cut into lengths of 4 feet or less and bundled.

SECTION 5 – GENERAL CONDITIONS

5.1 The Contractor agrees to furnish Solid Waste and Recyclables collection program for each Residential customer inside the City of Green. Collection of Solid Waste and Recyclables shall be picked up at the curb, or end of driveway of residential units.

5.2 The Contractor will operate according to a comprehensive Work Plan approved by the City and endorsed by the Contractor. The Work Plan will detail the Contractor's arrangements, methods, and plans to satisfy all contract requirements, and include at least the following:

- A. A Public Information Campaign Plan;
- B. Monthly Report Format;
- C. Cart delivery plan and schedule for each collection unit, including start and completion dates; including the Contractor procedures for coordination of container delivery;
- D. Procedures for notifying residential units of new collection times;
- E. Schedule for collection of waste from each residential unit, including approximate collection times and scheduled operating hours;
- F. Collection Routes;
- G. List of equipment/vehicles to be used for the contract (number, model, make and year, vehicle identification number);
- H. Procedure for bulky waste collection, including tires, yard waste, and white goods;
- I. A Complaints Tracking, Reporting, and Resolution System Plan;
- J. Procedures for transmitting information and communication to and from the City and the Contractor prior to and during the Agreement Term;
- K. Procedures for controlling noise, dust, and litter from waste collection operations;
- L. A Customer Service Plan;
- M. Procedures and conditions for accepting and handling an extraordinary amount of waste resulting from an accident, special event, natural disaster, etc; and
- N. Office location, phone number, email address, cellular phone number, fax number, and responsible person(s) in charge during all hours.
- O. A list of holidays observed by the contractor wherein no collections take place.

5.3 The contractor shall establish an approved Work Plan, at least sixty days before initial operations hereunder and thereafter at least thirty days before the contract annual anniversary date, the Contractor will submit a proposed Work Plan for approval of the Director of Public Service. The Contractor shall cooperate with the Director of Public Service to produce an approved Work Plan. The Contractor will promptly report changes needed to correct work plan information and otherwise may propose work plan revisions at any time for City approval. At all times, the Contractor will maintain a current approved Work Plan. The Work Plan shall be submitted within 15 days of Notice of Award of contract.

5.4 Not later than 15 days after the Notice of Award, the Contractor will submit a proposed public information plan for City review. The plan will detail the Contractor's proposed arrangements to inform City residents about the Contractor's solid waste and recyclables

collection services to begin January 3, 2011. The plan will project repeated public notice by advance publication in the local newspapers and placed at every household in the Service Area. The notice must explain the cart distribution, including means for residents to obtain other or additional carts, the general collection operation, route, frequency, and schedule information and resident's related duties, including responsibility for lost carts absent a documented theft. It will explain the Contractor's customer service and complaint programs and refer residents and business owners to the Contractor's customer service telephone and e-mail addresses. The Contractor shall also maintain and refer interested persons to a website for information about the Contractor's solid waste collection operation in the Service Areas. The Contractor will accommodate reasonable City comments to the plan. The Contractor will implement the plan and issue the related notice in the weeks prior to the cart distribution.

5.5 The Contractor will manually collect unlimited Bulky Waste from serviced residential units placed curbside in resident owned containers or plastic bags, if practicable, and placed appropriately for curbside collection. The Agreement does not provide for the collection of bulky waste from commercial units. The Contractor will not be responsible to collect waste suitably collected in standard collection carts but continually left as bulky waste at particular locations.

5.6 The City may inspect each piece of Contractor's equipment periodically throughout the Agreement Term to assess its capability in fulfilling the requirements of the contract. The Contractor will remove any equipment the City finds deficient from the active fleet and use immediately. The Contractor will not return removed equipment to active service until all needed repairs and/or modifications are complete. The Contractor shall have sufficient back up equipment to fulfill his responsibility under the contract.

5.7 The Contractor agrees to provide, and has included in its bid, quarterly billing services to the customers.

- A. The City will provide the Contractor with a copy of an updated list of residential unit information.
- B. It shall be the responsibility of the Contractor to establish routes and schedules for adequate performance under the terms of this Contract. The routes and schedules shall be approved by the City.
- C. The Contractor shall supply the City with copies of the route lists, schedules, and a map of the routes. Once the routes and schedules are established, the Contractor shall not deviate therefrom without the written consent of the Director of Public Service.
- D. The Contractor will be required to provide to the City on three days notice a complete up-to-date list of all Residential subscribers at no charge.
- E. The City shall approve the Contractor's method of notifying the residents of their particular pickup day.
- F. The City shall receive copies of all notices and correspondence the Contractor sends to Residential customers at least 3 (three) days prior to mailing. If a notice or correspondence is sent to a number of customers, a sample form and list of customers it was mailed to may be submitted to the City.

5.8 All Solid Waste collected within the City shall be properly disposed of by the Contractor. The Recyclables collected must be marketed and not disposed of at landfills. The City of Green shall not furnish the site or make any contractual arrangements for the disposal of Solid Waste or marketing of the Recyclables. Each bidder shall provide either evidence of ownership or a non-cancelable agreement and right to use a disposal area for the full term of the contract. Such evidence and agreement shall accompany each bid and be considered to be an integral part thereof.

5.9 The Contractor shall be prepared to begin Solid Waste collection, disposal and Recycling service effective January 3, 2011.

5.10 The Contractor shall supply the City with all customer information as requested by the City regarding customer usage.

5.11 Each of the Contractor's employees shall at all times have and carry a valid Ohio Driver's Operator license with appropriate endorsements or a commercial driver's license as required by the State for the type of vehicle the employee is driving. The contractor shall verify and report to the Director of Public Service, at least annually, that all drivers are in possession of the appropriate State of Ohio driver's license.

5.12 The contractor shall have in force a drug & alcohol free work place policy. The policy shall provide for random drug and alcohol testing of all drivers. A copy of the policy shall be provided to the Director of Public Service.

5.13 The Contractor agrees that upon representation by the City that any of its employees actually engaged in Solid Waste or Recyclables collection in the City of Green prove unsatisfactory, in the sole discretion of the Director of Public Service, the Contractor will, upon written notice thereof, remove such employees from collection work and replace them with other employees.

5.14 The successful bidder shall be awarded a Contract for a renewable exclusive franchise within the City of Green for Solid Waste and Recyclables collection from Residential customers.

5.15 As a part of this contract, the bidder shall provide Solid Waste and Recyclables collection services to the City of Green at the following listed facilities, at no additional charge. Pick-up from these locations shall be once each week or as often as necessary. The following types and sizes of containers are to be provided by the Contractor for the City's convenience and located at:

1. **Greensburg Youth Complex - 2500 Greensburg Road** / replace pre-existing container(s), add (10) – 90 gallon containers, (7) 35 gallon recycle containers
2. **Parks Maintenance Garage - 1844 Greensburg Road** / replace pre-existing container(s), add recyclable materials dumpster
3. **Fire Station # 1 - 1900 Steese Road** / replace pre-existing container(s), add recyclable materials dumpster

4. **South Annex Building - 5383 Massillon Road** / replace pre-existing container(s), add recyclable materials dumpster
5. **Greensburg Park - 4899 Massillon Road** / replace pre-existing container(s), add (8) - 90 gallon containers, (6) 35 gallon recycle containers
6. **Boettler Park - 5300 Massillon Road** / add container, add (12) - 90 gallon containers, (10) 35 gallon recycle containers
7. **John Torok Senior Center - 4224 Massillon Road** / add (4) - 35 gallon trash containers, (2) 35 gallon recycle containers
8. **Kreighbaum Park - 3143 Kreighbaum Road** / add (4) - 90 gallon containers, (4) 35 gallon recycle containers
9. **Fire Station # 2 - 393 East Turkeyfoot Lake Road** / replace pre-existing container(s), add recyclable materials dumpster
10. **Spring Hill Sports Complex - 3749 Fortuna Dr.** / replace pre-existing container(s), add (10) - 90 gallon containers, (10) 35 gallon recycle containers
11. **Ariss Park - 2510 Wise Road** / add container, add (12) - 90 gallon containers, (12) 35 gallon recycle containers
12. **Central Administration Building - 1755 Town Park Blvd.** / replace pre-existing container(s)
13. **East Liberty Park - 471 East Turkeyfoot Lake Road** / add (4) - 90 gallon containers, (2) 35 gallon recycle containers

The above locations, types and sizes of containers are provided for purposes of establishing an appropriate bid for services to the residents of the City of Green. The locations, as well as the number and sizes of containers may change during the term of the agreement. Any changes required in the size, type, number or location of containers shall be made at no cost to the City or its residents. The size of the dumpsters to be added at the Parks Maintenance Garage, Fire Station #1, South Annex, Boettler Park, and Fire Station #2 shall be approximately six (6) cubic yards.

5.16 All work performed by the Contractor, approved subcontractors, or any of their agents or employees, in connection with the contract, shall comply with City of Green, Summit County, Summit County Health Department, Summit County Solid Waste Authority, State of Ohio and Federal health laws and safety regulations, as applicable, within the corporate boundaries of the City of Green.

5.17 No officer, member, or employee of the City and no member of these governing bodies, who exercises any functions or responsibility in the review or approval of this Contract, shall participate in any decision relating to this Contract which affect his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

5.18 The Contractor shall not assign the contract, or sublet as a whole or in part, without the prior written consent of the City of Green. Such consent shall not release the Contractor from any of its obligations and liabilities under the Contract. Violation of this requirement shall result

in forfeiture of the surety of performance bond. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the Contract by the City of Green, which may thereupon employ the necessary labor to perform the work or re-advertise or rebid the work, at the expense of the offending Contractor and its sureties.

5.19 In the interest of expediting the processing of customers' complaints, establishing service to new customers, and for other communication purposes, the Contractor shall provide operating radios or radio-telephone receivers and transmission equipment in all operating collection vehicles regularly used for collection in the City of Green. The contractor also shall maintain a permanent local or toll free telephone service at no cost to the City of Green. The telephone service will be staffed as a minimum each day from time collection services start until 6:00 p.m. EST. An answering service or voice mail shall be available for customers during other hours.

5.20 The contractor shall furnish sufficient dumpsters or roll-off containers to provide a recyclable collection point at the City's 5383 Massillon Road facility. These containers are intended to provide a recycling location for those residents not on the Contractors service. The Contractor shall remove the recyclables on an as-needed basis and deliver them to a materials facility for Recyclable Materials.

5.21 The Contractor shall provide a dumpster to be located at the City's 5383 Massillon Road facility for dead animals or carcasses removed from City of Green streets and roads. The dumpster and disposal of the dead animals and carcasses shall be provided at no additional cost to the City. The dumpster shall be a closed top dumpster and removed on an as needed basis as determined by the Director of Public Service.

5.22 The City of Green will require the Contractor to submit quarterly reports to the Director of Public Service throughout each year of the Contract showing the tonnages for Recyclables collected and marketed from the collection program.

5.23 Should the Contractor fail to collect or remove or properly dispose of Solid Waste and Recyclables herein provided for, in accordance with the terms of the contract for a period of six (6) days, the City may at its option, cause such Solid Waste and Recyclables to be collected and disposed of and all expense incurred by the City may be charged against the Contractor. The Contractor will not be responsible to collect solid waste or recyclables from any customer that is delinquent more than 5 months or not a customer of the contractors.

5.24 The contractor shall supply both paper and electronic copies in an acceptable format to the City, of the addresses and type of service for each customer served by this Solid Waste and Recycling service. These reports shall be presented annually to the City no later than September 1 of each year of the agreement.

SECTION 6 – COLLECTION AREA AND ESTIMATED SUBSCRIBERS

6.1 The area to be served under this contract is the entire incorporated area of the City and including portions which may be annexed in the future during the life of this contract.

6.2 Estimated residences are approximate.

GENERAL INFORMATION

CITY POPULATION (ESTIMATE)	23,404
TOTAL HOUSEHOLD UNITS	10,533
SINGLE FAMILY	7,258
RENTER OCCUPIED	2,067
TWO FAMILY	486
CONDOS	1,208
APARTMENTS	941

6.3 The current contractor reports a total of 7360 customers

Cart Service	7108
Bag Service	57
Personal Containers	195
Unlimited Service	7303

*225 customers that require small truck collection.

SECTION 7 – SPECIAL PROVISIONS FOR HANDICAPPED AND EXEMPTED CUSTOMERS

7.1 In cases where physical impairment of a customer is established (by a physician's certificate, or authorized by the Director of Public Service), special consideration including but not limited to backyard pickup shall be given as to pickup location for that customer.

SECTION 8 – COLLECTION TIMES

8.1 The frequency of Solid Waste and Recyclables collection for all Residential customers on Residential Pick up Program shall be once each week. The collection service is to be on an established route approved by the City. Collection time shall not begin before 6:00 a.m. local time, nor continue past 8:00 p.m. local time except in the case of dire emergency or a missed pick-up.

8.2 The Contractor shall maintain, to the best of its ability, a properly scheduled collection satisfactory to the City of Green.

8.3 Collection shall never be postponed longer than two (2) working days following the regular day of collection, except in case of dire emergency as approved by the Director of Public Service.

8.4 No Solid Wastes and Recyclables shall be collected on holidays observed by the Contractor. Collection shall be resumed the following day, with all collections being completed by the Saturday following the holiday. Contractor shall furnish the City a list of the holidays Contractor observes.

SECTION 9 – COLLECTION CONDITIONS

9.1 Contractor shall provide Residential Program designed for Residential customers.

9.2 All Residential customers on the Residential Program will be charged for basic service on a quarterly basis. Customers participating in this Program will have the option to buy 30-gallon bags furnished by the contractor or use a 95 gallon cart furnished by the contractor for regular Solid Waste collection. The City and/or local businesses may also sell the contractors 30 gallon bags. Local businesses will be allowed to add a small fee for handling processing involved in selling these bags. Necessary arrangements will be made by the Contractor to collect items that are properly contained or bundled for those customers opting for unlimited service.

9.3 The contractor shall provide weekly collection to all residential customers in the City of Green at the curb or end of driveway.

9.4 The Contractor shall not be required to collect Solid Waste from Residential customers unless it is in the Contractor designated bags or in the 95 gallon cart or under Contractor acceptable unlimited service arrangements.

9.5 Bulk material (brush, tree or shrub trimmings including boards, fencing, paneling, carpeting, etc.) shall be cut into 4' lengths and tied in 18" bundles, weighing no more than 50 (fifty) pounds. Small shrubs will be picked up in one piece if they are within the specified limitation. No additional charge shall be made for picking up these materials.

9.6 Loose material must be in designated 30-gallon bags or fit into the 95 gallon cart.

9.7 The Contractor is not required to pick up items or substances designated as hazardous waste.

9.8 The Contractor shall provide two free collections of live Christmas trees from Residential customers in the City the first and second Saturday following the January 1st holiday of every year during the contract term. The trees must be transported to a composting site to be composted. The Contractor will advertise free Christmas tree collection at its own expense in the Suburbanite and South Side Leader at least two weeks in a row before collection begins. In addition, the Contractor shall provide an electronic copy that can be uploaded to the City's website to advertise the service.

9.9 The Contractor will provide a free pick up of appliances and scrap metal the third week of May each year as an annual Appliance Recycling Round Up. The collection shall be coordinated with the City of Green and the Summit/Akron Solid Waste Management Authority. The list below provides a sample of such items and it is not meant to exclude other products of similar nature.

Refrigerators (w/out doors)	Stoves	Clothes Washers	Dryers
Freezers (w/out doors)	Hot Water Tanks	Swing Sets	Stoves
Metal Auto Parts	Air Conditioners	Dehumidifiers	Metal Toys
Metal Lawn Furniture	Old Metal Sinks	Dishwashers	Copper Wire
Copper Pipe	Small Appliances	Tire Rims (No Tires)	

*The Contractor shall be responsible for the removal of Freon either through a subcontract or through cooperation with programs through the Summit/Akron Solid Waste Management Authority.

9.10 The Contractor will advertise free appliance and scrap metal pick up at its own expense in the Suburbanite and South Side Leader at least two weeks in a row before scheduled collection.

9.11 The Contractor shall not be required to collect animal waste or disposable diapers unless they are wrapped in moisture-proof material and are undetectable by odor.

9.12 Customers will be required to place all items for pickup at their regular place of pickup.

9.13 The Contractor shall pick up and dispose of any and all Solid Waste and Recyclables dropped, scattered or otherwise not properly transported from curb or place of pickup to collection truck.

9.14 The Contractor shall make every effort to ensure all trash containers, following collection, are placed off the roadway as to not disrupt snow removal and other roadway service and maintenance.

9.15 All requirements of Federal, State, City of Green, Summit County, Summit Solid Waste Management Authority laws and regulations pertinent to the transfer, transport, recycling and disposal of solid waste must be complied with. The Contractor, at its own expense, must procure and keep in force during the entire period of the contract, all permits and licenses required by such laws and regulations and furnish evidence of such on a quarterly basis.

SECTION 10 – CURBSIDE RECYCLING PROGRAMS

10.1 The Contractor shall provide a weekly curbside Recycling program for Residential customers on Residential Pick up Program with collections that coincide with the regularly scheduled weekly Solid Waste collection beginning January 3, 2011 and continuing during the entire term of the contract including any extensions.

10.2 All Recycling Containers shall be approved by the Director of Public Service. The containers shall be delivered to the customers by the Contractor at no additional cost. The Contractor shall not be required to separate Recyclables mixed with garbage, trash or rubbish.

10.3 The Contractor shall participate in the Solid Waste District Appliance Scrap Metal Round Up by picking up appliances and scrap metal at curbside at no charge to customers and delivering the appliances to the designated site. Appliances with Freon shall be accepted.

10.4 The Contractor shall be responsible for the marketing and/or disposal of all Recyclables collected pursuant to this Contract to a viable recycling or reuse market and may enter into an agreement with a legitimate commodity buyer for the sale of all collected Recyclables. All revenues from the sale of Recyclables will be retained by the Contractor.

10.5 It is the intent under this Contract for the Contractor to collect Recyclables to be recycled by the Contractor or a subcontractor who has experience in the business of processing and sale of Recyclables. The Contractor will notify the Customer and the City of any such addresses where the residents and businesses are mixing Recyclable Materials with refuse and will tag the Containers as being unacceptable for recycling collection.

10.6 The Contractor will work with the City of Green to provide recycling education and awareness services to customers. The Contractor shall provide an education program to City residents regarding recycling collection.

10.7 The Contractor will not be required to collect Recyclables mixed with solid waste. The customers will put such mixed Solid Waste in the 30-gallon bags or 95 gallon carts provided by the Contractor which are to be picked up later by the Contractor.

10.8 The Contractor shall provide ongoing data for public information, as well as promotional and incentive-type programs throughout the term of the Contract.

10.9 The Contractor shall provide a financial incentive for customers to recycle. The financial incentive shall not be included in the amount bid but provided as part of the contractor's Comprehensive Work Plan. This incentive can be in the form of a reduced amount for the Residential Program selected by the customer or some other form approved by the City of Green.

SECTION 11 – COLLECTION CONTAINERS

11.1 The Contractor shall supply a minimum of one new or nearly new 18-gallon (minimum size) Recycling Container to each Residential customer on Residential Program at no additional charge. In case the 18-gallon Recycling Containers do not hold all Recyclables, the customers will be allowed to put Recyclables in their own bags and set them next to the Recycling Containers to be picked up.

11.2 The Contractor shall supply a new or nearly new 95-gallon wheeled cart with attached lid to all residential customers that select the cart service. The contractor shall supply 1.5 mil 30 gallon bags for sale in packages of ten with ties for residential customers that select the bag service.

11.3 The Contractor shall replace all damaged carts and recycling containers at the Contractors expense. The cost of the carts and containers damaged through obvious customer abuse may be billed to the customer at the Contractors purchase price.

11.4 Customers on Residential Program will be allowed to use their own trash cans that have two (2) handles and tightly-fitting lids for storing 30-gallon bags purchased from the Contractor. The Contractor shall include in the information to customers the acceptable types and sizes of customer owned trash cans.

11.5 The Contractor shall tag all customer owned trash cans which are either unauthorized and/or unserviceable, and which do not have serviceable handles for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. Such tags shall advise the customer of the reason why the container may not be used.

11.6 The Contractor shall exercise reasonable caution in the handling of all customer owned trash cans to avoid damage to same, and shall return empty trash cans to the point of collection, in an upright position. Solid Waste and Recyclables spilled by the Contractor shall be immediately picked up, or swept up, by the Contractor. Customer owned trash cans which have been substantially damaged through fault of the Contractor shall be replaced by the Contractor at no cost to the customer.

SECTION 12 – COLLECTION VEHICLES

12.1 All vehicles used in the collection and hauling shall conform with all local, state, and federal regulations for such equipment. Equipment to be used for hauling shall be of late model and in such condition that the schedule of collection as prepared for the office of the Director of Public Service can be maintained. Breakdowns or faulty equipment will not be sufficient reason for deviating from that schedule. The contractor shall use the equipment identified in his proposal or equipment equal in type, specifications, and age, the usual wear and tear excepted, at all times during the performance of the contract and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require. Equipment must be available for inspection during the term of the contract.

12.2 Solid Waste and Recyclables must be collected in their own separate vehicles which are to be kept neat and covered so as not to scatter or litter on roads and streets.

12.3 The Contractor shall use enclosed, leak proof, packer-type truck bodies for the collection of Solid Waste. The trucks shall be kept in good and efficient working order to insure proper and efficient service to the customers.

12.4 Each vehicle used in the collection of Solid Waste and Recyclables shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition, washed regularly and painted uniformly.

12.5 Contractor is responsible for the correction and/or removal of any debris, waste, oil leaks or spills, hydraulic leaks or spills, or any other unsanitary or hazardous condition on any public and private roads within the city caused by vehicles owned by the Contractor.

SECTION 13 – COLLECTION PERSONNEL

13.1 The Contractor's employees shall be courteous at all times and shall work quietly and not use loud or profane language.

13.2 The Contractor's employees shall not solicit or request gratuities at any time. The Contractor will remove any employee from service hereunder who the City reasonably determines has solicited or requested gratuities. The Contractor will fully cooperate with any related City investigation.

13.3 The Contractor's employees shall present a neat and clean appearance. During work on collection routes performed hereunder Employees shall wear uniforms designated by the Contractor and approved by the City that include the company name and name of employee. Each employee also will have and use appropriate safety equipment.

13.4 The Contractor's employees shall follow the regular walks for pedestrians and shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

13.5 Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle being driven. Drivers must also have a Commercial Drivers License (CDL) with appropriate endorsements as required by federal and State law. All engaged Contractor drivers and machinery operators will hold and carry current required licenses and permits, available for City inspection at request. The Contractor shall direct his employees to present their licenses to City representatives for inspection at request. Drivers shall maintain cell-phone or radio communications capability with the Contractor and the assigned Supervisor.

13.6 Supervisors: The Contractor shall assign at least one full-time Supervisor responsible for collections within the City of Green. The Supervisors will drive through serviced neighborhoods to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary to provide service for the customer. The Supervisors will also report lost or damaged carts, and carts in need of repair or replacement and assist customers by distributing and explaining program information. Supervisors will travel in a company vehicle, wear a company uniform, carry company credentials, and maintain cell phone or radio communications with the Contractor and collection crews.

13.7 The contractor shall assign a contract manager to the City of Green. The contract manager shall act as the primary contact with the City. The contract manager shall have the necessary authority to act on behalf of the contractor to resolve issues pertaining to the contract and the collection and disposal of refuse and recyclables.

SECTION 14 – BONDS, INSURANCE, TAXES AND INDEMNIFICATION

14.1 After the contract has been awarded the Contractor agrees to furnish a cash bond of Twenty-five Thousand Dollars (\$25,000.00) with good and sufficient surety to be approved by the City's Legal Counsel, conditioned that the bidder shall collect and dispose of all Solid Waste and market Recyclables, in a good, proper and lawful manner, and in compliance with the ordinances of the City of Green, the rules of the Solid Wastes Authority, U.S. EPA, Ohio EPA and any other applicable laws, and shall at all times abide by and fulfill the obligations of the Contract and hold the City of Green harmless from any and all damages in connection with the collecting and disposing of Solid Waste and collecting and marketing of Recyclables.

14.2 The Contractor shall provide and include with the Contract: (1) automobile insurance coverage with limits of \$1,000,000.00 per occurrence, combined single limit; and (2) comprehensive general liability insurance coverage with limits of \$1,000,000.00 per occurrence, combined single limit. Furthermore, the Contractor shall name the City as an additional insured on said policy. Certificate of Insurance coverage must be provided to the City upon awarding of this Contract and annually thereafter to insure valid coverage for the duration of the Contract.

14.3 Before beginning work, the Contractor shall furnish to the City satisfactory proof that he has taken out, for the period covered under this contract, full workers' compensation coverage for all persons who he may employ directly, or through subcontractors, in carrying out the work contemplated under this contract, and shall hold the City of Green free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

14.4 The Contractor shall indemnify and hold harmless the City, its agents, and employees from and against all claims, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

A. is attributable to personal injury, bodily injury sickness, disease, or death, or to injury to or destruction of tangible and intangible property, including the loss of use resulting there from; and

B. is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them, may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

In any and all claims against the City or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or

anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way and any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 15 – TERM OF CONTRACT

15.1 The term of this contract shall be for a period of five (5) years, from January 3, 2011 to December 31, 2015 with five one year options to renew at the election of the City of Green.

15.2 In the event the Contractor fails to perform or comply with any of the provisions and/or conditions of this contract, after sufficient time has transpired for correction and compliance by the Contractor as determined by the City, the City reserves the right to terminate this contract upon ninety (90) days written notification.

EXHIBIT “C”

Exhibit "C"

VEHICLE INFORMATION:

Year, Make, and Model	VIN #	Inspection Certificate
2010 Mack LE FL	1M2AV02C4BM005497	
2010 Mack LE FL	1M2AV02C6B3M005498	
2010 Freightliner MP800 Recycle	1FVHCYDJ8AHAP6249	
2001 Isuzu SL Mini Packer	JALE5B144179D2999	

Types of Material to be collected: Recyclables, refuse, and waste materials.

Type of Service: Residential.

DRIVER INFORMATION: (Subject to change)

Driver's name	License Number (CDL)
Mark Ames	SJ 976036
Bobby Compton	RN014087
Joel Hardins	SL018873
Walt Smart	RH 648244

Names of recycle, compost, disposal and other facilities used:

Kimble Transfer + Recycling	
Kimble Sanitary Landfill	Kimble Composting

EXHIBIT “D”

Certificate of Public Liability Insurance

Client#: 62651

JJREFUS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Huntington Insurance, Inc.
220 Market Avenue S.
4th Floor
Canton, OH 44702

CONTACT NAME: Susan Reese
PHONE (A/C, No., Ext): 330-430-1314 FAX (A/C, No):
E-MAIL ADDRESS: susan.reese@huntington.com
PRODUCER CUSTOMER ID #:

INSURED
J & J Refuse, Inc.
3596 State Route 39 N.W.
Dover, OH 44622-7232

INSURER(S) AFFORDING COVERAGE
INSURER A: Allied Insurance Company NAIC # 42579
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR	TYPE OF INSURANCE	ADDL INBR	SUBR INBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	ACP7104459822	05/17/2010	05/17/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP7104459822	05/17/2010	05/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			ACP7104459822	05/17/2010	05/17/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ACP7104459822	05/17/2010	05/17/2011	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER
City of Green
1755 Town Park Blvd
P O Box 278
Green, OH 44232-0278

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Robert E. Elden

DESCRIPTIONS (Continued from Page 1)

Additional insured: City of Green, Ohio
Policy includes hold harmless agreement and waiver of subrogation



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

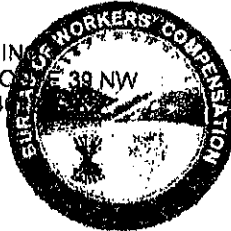
Policy No. and Employer

Period Specified Below

756378

07/01/2010 Thru 02/28/2011

J & J REFUSE INC
3596 STATE ROAD 38 NW
DOVER, OH 44613



ohioabc.com

Michelle P. Ryan
Administrator

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.





Interoffice Memorandum
City of Green
Public Service Department

To: City Council
Cc: Mayor Neugebauer, Lisa Carey Dean – Law Director
From: Valerie Wax Carr, Director of Public Service
Date: Nov. 16, 2020
Subject: **Trash Hauler Contract**

The City of Green authorized a single service trash hauler via ordinance 1060.03, adopted March 11, 2003. Kimble is the current provider in their tenth year of service to the City. The contract was for a 5-year period, with 5 one-year renewals. The current contract is set to expire on Dec. 31, 2020. Corresponding rate increases were set in the original contract. As you can imagine many factors changed over the last 10 years in the way of service delivery, recycling, yard waste, not to mention COVID.

Over the last several months the City reviewed its options for a new trash hauler contract. These options included:

- (1) An extension on the current contract until issues with COVID settled down. This would allow us to prepare a full bid. It would also allow us to move our contract beginning and end date into the spring that would allow for a better transition time for the residents if that contract vendor changes.
- (2) A full bid. Many other communities had bid in the last year or had an existing contract for the next 5-years. This gave us some insight on what prices would be likely. Please be aware that our current pricing was set in place 10 years ago. Therefore, we will see a price increase. The market rate currently is showing pricing from approximately \$17.00 to \$20.00 for full service.
- (3) Invoke a “piggyback” or shared contract option. The Law Director has reviewed this option as a legal option. Shared contract options were reviewed from the Kimble, Republic, and Waste Management. However, due to timing this option is not viable for now.

We have discussed an extension with Kimble, and we have agreed to an extension through March 31, 2021 at current pricing. We feel this is the best option to maintain current pricing for

the residents in the midst of COVID; allows us time to prepare a new bid; and allows our contract to begin and end in the spring. Therefore, we are requesting that we discuss the legislation regarding an amendment to our trash contract on Nov 24 and are asking for first reading passage.